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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA
RENO, NEVADA

IN RE:)
USA COMMERCIAL MORTGAGE COMPANY)
Debtor, /)
3685 SAN FERNANDO LENDERS, LLC, et al.,)
Plaintiff,) Case No. 2:07-cv-0892-RCJ-GWF
vs.)
)
COMPASS USE SPE, LLC, et al.,)
Defendant. /)

REDACTED VERDICT FORM

ORIGINAL

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

* * *

In re USA COMMERCIAL MORTGAGE CO.,

Debtor.

3685 SAN FERNANDO LENDERS, LLC et al.,

Plaintiffs,

vs.

COMPASS USA SPE, LLC et al.,

Defendants.

Case No. 2:07-CV-00892-RCJ-GWF

VERDICT FORM

WE THE JURY, having fully deliberated in this matter have reached unanimous decisions concerning the plaintiffs' claims against defendants, as follows:

1. Did the defendants breach the loan servicing agreements ("LSA") on the following loans?

Loan	Silar (Yes or No)	Asset Resolution (Yes or No)
6425 Gess, LTD	No	No
Anchor B, LLC	No	No
Bay Pompano Beach	Yes	No
Eagle Meadows Development	Yes	Yes
Foxhill 216, LLC	Yes	Yes
Gramercy Court Condos	No	No
Harbor Georgetown	No	No
Lerin Hills (2nd lien)	No	No
Shamrock Tower, LP	Yes	No
Standard Property Development	Yes	No

2. Did the defendants breach fiduciary duties to the plaintiffs on the following loans?

Loan	Silar (Yes or No)	Asset Resolution (Yes or No)
6425 Gess, LTD	Yes	No
Anchor B, LLC	Yes	Yes
Bay Pompano Beach	Yes	No
Gramercy Court Condos	Yes	No
Shamrock Tower, LP	Yes	No
Standard Property Development	Yes	No

3. Did the defendants violate the implied covenant of good faith and fair dealing in contract by deliberately contravening the intention and spirit of the LSA on the following loans?

Loan	Silar (Yes or No)	Asset Resolution (Yes or No)
6425 Gess, LTD	No	No
Anchor B, LLC	Yes (court's ruling)	Yes (court's ruling)
Bay Pompano Beach	No	No
Eagle Meadows Development	Yes	Yes
Foxhill 216, LLC	Yes	Yes
Gramercy Court Condos	No	No
Harbor Georgetown	No	No
Lerin Hills (2nd lien)	No	No
Shamrock Tower, LP	No	No
Standard Property Development	Yes (court's ruling)	Yes (court's ruling)

4. Did the defendants violate the implied covenant of good faith and fair dealing in tort by engaging in grievous and perfidious misconduct despite having a fiduciary duty?

Loan	Silar (Yes or No)	Asset Resolution (Yes or No)
6425 Gess, LTD	No	No
Anchor B, LLC	Yes (court's ruling)	Yes (court's ruling)
Bay Pompano Beach	No	No
Eagle Meadows Development	Yes	Yes
Foxhill 216, LLC	Yes	Yes
Gramercy Court Condos	No	No
Harbor Georgetown	No	No
Lerin Hills (2nd lien)	No	No
Shamrock Tower, LP	No	No
Standard Property Development	Yes (court's ruling)	Yes (court's ruling)

5. Did the defendants convert the plaintiffs' property (Yes or No)?

Loan	Silar (Yes or No)	Asset Resolution (Yes or No)
Anchor B, LLC	Yes (court's ruling)	Yes (court's ruling)
Bay Pompano Beach	Yes	NO
Standard Property Development	Yes (court's ruling)	Yes (court's ruling)
Shamrock Tower, LP	Yes	No

6. With respect to the Suttles Settlement Agreement, was there a breach of contract, breach of fiduciary duty, or breach of the implied covenant of good faith and fair dealing?

Loan	Silar (Yes or No)
Anchor B, LLC	No
6425 Gess, Ltd.	NO
Gramercy Court Condos	No
Shamrock Tower, LP	No

7. Did the defendants participate in a civil conspiracy against the plaintiffs (Yes or No)?

Loan	Silar (Yes or No)	Asset Resolution (Yes or No)
6425 Gess, LTD	No	No
Anchor B, LLC	No	No
Bay Pompano Beach	No	No
Eagle Meadows Development	No	No
Foxhill 216, LLC	No	No
Gramercy Court Condos	No	NO
Harbor Georgetown	No	No
Lerin Hills (2nd lien)	No	NO
Shamrock Tower, LP	No	NO
Standard Property Development	Yes	NO

IF YOU ANSWERED YES TO QUESTIONS 1, 2, 3, 4, 5, 6 OR 7, COMPLETE THE SECTIONS BELOW:

8. What amount of damages, if any, did the defendants cause with respect to the following loans via breach of contract, breach of fiduciary duty, breach of the implied covenant of good faith and fair dealing and/or civil conspiracy?

a. "Misappropriation" Claims: What amount of damages did the defendants cause with respect to the plaintiffs in the following loans?

Loan	Silar	Asset Resolution	Compass	David Blatt	Boris Piskun
Anchor B, LLC	26935.37	26935.37	$0	$0	$0
Bay Pompano Beach	2,103.81	—	2,103.81	2,103.81	2,103.81
Shamrock Tower, LP	23,139.67	–	23139.67	23139.67	23169.37
Standard Property Development	27,291.54	27291.54	27291.54	27291.54	27291.54

b. Suttles Settlement Payment Claim ($1.1 Million Payment or $1.4 Million Judgment Lien Release, but not both): What amount of damages did the defendants cause with respect to the plaintiffs in the following loans?

Loan	Silar	Asset Resolution	Compass	David Blatt	Boris Piskun
6425 Gess, LTD	0	0	0	0	0
Anchor B, LLC	0	0	0	0	0
Gramercy Court Condos	0	0	0	0	0
Shamrock Tower, LP	0	0	0	0	0

(Total above cannot exceed $1.1 Million or $1.4 Million as the jury may determine)

9. Discounted Payoff ("Failure to Act") Claims: What amount of damages did the defendants cause with respect to the plaintiffs in the following loans via breach of contract, implied covenant of good faith and fair dealing and/or civil conspiracy?

Loan	Silar	Asset Resolution	Compass	David Blatt	Boris Piskun
Eagle Meadows Development	0	0	0	0	0
Foxhill 216, LLC	0	0	0	0	0
Harbor Georgetown	0	0	0	0	0
Lerin Hills (2nd lien)	0	0	0	0	0

10. Conversion Claim: What amount of damages have the defendants caused to the plaintiffs with respect to the following loans through Conversion?

Loan	Silar	Asset Resolution	Compass	David Blatt	Boris Piskun
Anchor B, LLC	26935.37	26935.37	$0	$0	$0
Bay Pompano Beach	2,103.81	—	2,103.81	2,103.81	2,103.81
Shamrock Tower, LP	23,139.67	—	23,169.67	23169.67	23169.67
Standard Property Development	27,291.54	27,291.54	27,291.54	27,291.54	27,291.54

11. Should punitive damages be awarded against any defendants (Yes or No)?

Silar yes

Asset Resolution yes

Compass yes

David Blatt yes

Boris Piskun yes

Dated this 14th day of December, 2010.

PRESIDING JUROR